

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No.:

DASSAULT SYSTÈMES SOLIDWORKS
CORPORATION,

Plaintiff,

v.

SAL AEROSPACE TECHNOLOGIES,
INC., SAL AEROSPACE ENGINEERING,
LLC, MICHAEL SALOMON, and JOHN DOE,

Defendants.

COMPLAINT

Plaintiff Dassault Systèmes SolidWorks Corporation (“DS SolidWorks”) by its undersigned counsel as and for its Complaint against Defendant Sal Aerospace Technologies, Inc. (“Sal Technologies”), Defendant Sal Aerospace Engineering, LLC, (“Sal Engineering”) (Sal Technologies and Sal Engineering collectively referred to as “Sal”), Defendant Michael Salomon (“Salomon”), and Defendant John Doe (“Doe”) (collectively, “Defendants”) hereby alleges as follows:

NATURE OF THE ACTION

This is a copyright infringement, circumvention of technological measures, and Massachusetts Common Law breach of contract action arising out of Sal Technologies’s, Sal Engineering’s, Salomon’s, and Doe’s unauthorized and willful use and copying of DS SolidWorks’ SOLIDWORKS software package.

THE PARTIES

1. Plaintiff DS SolidWorks is a Delaware corporation, having a principal place of business at 175 Wyman Street, Waltham, MA 02451-1223.

2. On information and belief, Defendant Sal Technologies is a Florida corporation having a principal place of business at 11990 SW 128th Street, Miami, FL 33186.

3. On information and belief, Defendant Sal Engineering is a Delaware limited liability corporation having a principal place of business at 11990 SW 128th Street, Miami, FL 33186.

4. On information and belief, Defendant Salomon is an adult individual residing at 6944 SW 166th Court, Miami, FL 33193, who is the President of Sal Technologies and/or Sal Engineering.

5. On information and belief, Defendant Doe is an adult individual who is an employee or otherwise associated with Sal Technologies and/or Sal Engineering.

JURISDICTION AND VENUE

6. This action arises under 17 U.S.C. § 101 et seq. for Defendants' infringement of copyrights owned by DS SolidWorks and for Defendants' circumvention of technical measures used to control access to DS SolidWorks's SOLIDWORKS software packages and under state law for breach of contract.

7. This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a). This Court has subject matter jurisdiction over the state law claim pursuant to 28 U.S.C. §1367(a).

8. This Court has personal jurisdiction over Sal Technologies because, among other things, Sal Technologies resides in and conducts business in Florida and in this judicial district.

9. This Court has personal jurisdiction over Sal Engineering because, among other things, Sal Engineering resides in and conducts business in Florida and in this judicial district.

10. This Court has personal jurisdiction over Salomon because, among other things, Salomon is the President of Sal Technologies and/or Sal Engineering and a resident of Florida, also residing within this judicial district.

11. This Court has personal jurisdiction over Doe because, upon information and belief, Doe is an employee of Sal Technologies and/or Sal Engineering and a resident of Florida, also residing within this judicial district.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2), 1391(c)(2), 1391(d), and 1400(a).

BACKGROUND

DS SolidWorks and the Copyrighted Works

13. DS SolidWorks is the creator, author, and owner of the software code for the SOLIDWORKS software package, which is a computer-aided design (“CAD”) software package.

14. DS SolidWorks has created, authored, and is the owner of various “releases” of SOLIDWORKS, each building upon the prior release.

15. DS SolidWorks owns many copyright registrations for the SOLIDWORKS software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

Registration Number	Registration Name
TX 0005225647	SolidWorks 2000
TX 0005666476	SOLIDWORKS 2001 PLUS
TX 0005725523	SOLIDWORKS 2003
TX 0008443820	SOLIDWORKS 2017
TX 0009112305	SOLIDWORKS 2021

Table 1

Detection of Infringement by Defendants

16. The SOLIDWORKS software incorporates detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the SOLIDWORKS software and transmits identifying data to DS SolidWorks over the internet when such unauthorized uses occur.

17. Through its monitoring technology, DS SolidWorks detected at least 427 uses of unlicensed and unauthorized copies of the SOLIDWORKS software on at least five different computers having Media Access Control (“MAC”) addresses as shown below in Table 2 (the “Computers”).

Computer	Mac Addresses
1	10c37b4e4b24
2	98ded0060b70
3	202b2002dd15 202b2002dd16 3e2a07010709 222b2002dd15 be2b2002dd15
4	3c6aa7b83a31 9828a62425cf
5	b06ebf2d9ebb

Table 2

Computer 1

18. Through its monitoring technology, DS SolidWorks detected that 349 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 1 while connected to the internet from IP address 96.85.167.3.

19. On August 17, 2019, a separate valid SOLIDWORKS license belonging to Sal Engineering was activated on a computer connected to the IP address 96.85.167.3.

20. Sal connects to the internet through IP Address 96.85.167.3.

21. Through its monitoring technology, DS SolidWorks detected a registered account having an email address including the email domain “salaerospace.com” on Computer 1.

22. The URL “salaerospace.com” directs to Sal’s website.

23. The domain “salaerospace.com” is an email domain name established by and/or used by Sal.

24. Through its monitoring technology, DS SolidWorks detected a network domain including the domain “salaerospace.com” on Computer 1.

25. The URL “salaerospace.com.com” directs to Sal’s website.

26. The domain “salaerospace.com” is a network domain name established by and/or used by Sal.

27. Computer 1 is owned by and/or is under the control of Sal Technologies and/or Sal Engineering.

28. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering is a user of Computer 1.

29. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering has used one or more unlicensed and unauthorized copies of SOLIDWORKS software on Computer 1.

Computer 2

30. Through its monitoring technology, DS SolidWorks detected that 47 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 2 while connected to the internet from IP address 96.85.167.3.

31. Through its monitoring technology, DS SolidWorks detected a registered account having an email address including the email domain "salaerospace.com" on Computer 2.

32. Through its monitoring technology, DS SolidWorks detected a network domain including the domain "salaerospace.com" on Computer 2.

33. Computer 2 is owned by and/or is under the control of Sal Technologies and/or Sal Engineering.

34. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering is a user of Computer 2.

35. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering has used one or more unlicensed and unauthorized copies of SOLIDWORKS software on Computer 2.

Computer 3

36. Through its monitoring technology, DS SolidWorks detected that 22 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 3 while connected to the internet from IP address 96.85.167.3.

37. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 22 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 3 while the computer was physically located at the address 11990 SW 128th Street, Miami, FL 33186.

38. Sal Technologies has a facility at 11990 SW 128th Street, Miami, FL 33186, as shown in Sal Technologies's 2023 Florida Profit Corporation Annual Report filed with the Florida Secretary of State, which is attached hereto as Exhibit 2.

39. Sal Engineering has a facility at 11990 SW 128th Street, Miami, FL 33186, as shown in Sal Engineering's 2023 Foreign Limited Liability Company Annual Report filed with the Florida Secretary of State, which is attached hereto as Exhibit 3.

40. Computer 3 is owned by and/or is under the control of Sal Technologies and/or Sal Engineering.

41. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering is a user of Computer 3.

42. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering has used one or more unlicensed and unauthorized copies of SOLIDWORKS software on Computer 3.

Computer 4

43. Through its monitoring technology, DS SolidWorks detected that 5 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 4.

44. Through its monitoring technology, DS SolidWorks detected that 3 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 4 while connected to the internet from IP address 96.85.167.3.

45. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 1 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 4 while the computer was physically located at the address 11990 SW 128th Street, Miami, FL 33186.

46. Computer 4 is owned by and/or is under the control of Sal Technologies and/or Sal Engineering.

47. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering is a user of Computer 4.

48. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering has used one or more unlicensed and unauthorized copies of SOLIDWORKS software on Computer 4.

Computer 5

49. Through its monitoring technology, DS SolidWorks detected that 4 of the above-referenced 427 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 5 while connected to the internet from IP address 96.85.167.3.

50. Computer 5 is owned by and/or is under the control of Sal Technologies and/or Sal Engineering.

51. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering is a user of Computer 5.

52. An employee of Sal Technologies or person under the control of Sal Technologies and/or an employee of Sal Engineering or person under the control of Sal Engineering has used one or more unlicensed and unauthorized copies of SOLIDWORKS software on Computer 5.

Infringement, Circumvention, and Breach by Defendants

53. The Computers are owned by at least one of the Defendants.

54. Sal Technologies purports to operate an aviation repair station capable of the repair, overhaul & modification of both military & commercial components of aircraft.

55. DS SolidWorks' SOLIDWORKS software packages are frequently used by repair stations.

56. Sal Engineering purports to offer design and development of products and services for test equipment, new manufactured and machine parts and assemblies for both the military and commercial aerospace industry.

57. DS SolidWorks' SOLIDWORKS software packages are frequently used by designers and developers of test equipment, manufactured and machine parts, and assemblies.

58. The Computers have been used by at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of

Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon.

59. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon downloaded one or more copies of SOLIDWORKS from the internet.

60. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon installed one or more copies of SOLIDWORKS on the Computers.

61. During the installation process of SOLIDWORKS, a link to a License Agreement is displayed on the screen of the computer. A copy of the License Agreement is attached as Exhibit 4, hereto.

62. The License Agreement states that "...installing and using [SOLIDWORKS]...will signify your agreement to be bound by these terms and conditions." Exhibit 4 at 2/45.

63. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon installed

and used SOLIDWORKS on the Computers, thereby accepting to be bound by the terms and conditions of the License Agreement.

64. One of the terms and conditions of the License Agreement is that the SOLIDWORKS software cannot be loaded or used in any computer, nor can it be copied, without a right to do so from DS SolidWorks: "You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from DS." *Id.*, at 2/45.

65. The License Agreement gives permission to a user to install and use one (1) copy of SOLIDWORKS if the license fee for a single-user license of SOLIDWORKS has been paid for such copy: "If you have paid the license fee for a single-user license of [SOLIDWORKS], this Agreement permits you to install and use one (1) copy of [SOLIDWORKS] on any single computer." *Id.*, at 3-4/45.

66. But Defendants did not pay the license fee for the copies of SOLIDWORKS that were installed.

67. Therefore, Defendants do not have authorization from DS SolidWorks to launch (execute) and/or use SOLIDWORKS for the above-referenced unlicensed and unauthorized uses.

68. Additional terms and conditions of the License Agreement include that (i) use of SOLIDWORKS without the required lock device or authorization key provided by DS SolidWorks is prohibited, and (ii) the user is prohibited from

taking steps to avoid or defeat the license authorization key mechanism for controlling access to SOLIDWORKS: “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of [SOLIDWORKS] without any required lock device or authorization key provided by DS [SolidWorks] is prohibited.” *Id.*, at 24/45.

69. Through its monitoring technology, DS SolidWorks detected the signature of the SolidSquad (SSQ) crack, a program used to defeat the purposes of DS SolidWorks' access control measures.

70. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon ran the SolidSquad (SSQ) crack on the Computers following the installation of SOLIDWORKS.

71. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon launched (executed) and/or used one or more unlicensed and unauthorized copies of SOLIDWORKS on the Computers.

72. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon have been using DS SolidWorks's SOLIDWORKS software packages without authorization or permission from DS SolidWorks.

73. Upon information and belief, Sal Technologies and/or Sal Engineering received a direct financial benefit from the use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon.

74. Upon information and belief, Salomon received a financial benefit from the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, and/or persons under the control of Salomon.

75. Upon information and belief, Salomon is the dominant influence in Sal Technologies and/or Sal Engineering and determined the policies that resulted in the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or

persons under the control of Sal Engineering, and/or persons under the control of Salomon.

Sal and Salomon Had the Capacity to Control the Infringement

76. In August 2016, DS SolidWorks and Sal resolved Sal's unauthorized use of DS SolidWorks's SOLIDWORKS software packages on four computers not included in the Computers of the present matter (the "2016 Resolution").

77. Salomon communicated directly with a compliance mediator from DS SolidWorks during discussions leading to the 2016 Resolution.

78. On June 30, 2020, counsel for DS SolidWorks sent a first letter to Sal via email and First Class Mail to Salomon, offering to resolve Sal's unauthorized use of DS SolidWorks's SOLIDWORKS software packages on Computers 2 and 4. The June 30, 2020, letter is attached as Exhibit 5, hereto.

79. Between July 15, 2020, and July 29, 2020, a compliance mediator from DS SolidWorks attempted to communicate with Salomon regarding the possibility of resolving Sal's unauthorized use of DS SolidWorks's SOLIDWORKS software packages via a series of emails messages. Salomon did not respond.

80. Sal's unauthorized use of DS SolidWorks SOLIDWORKS software packages ceased on Computer 2 on August 5, 2020, shortly after the compliance mediator from DS SolidWorks attempted to contact Salomon.

81. On August 18, 2020, counsel for DS SolidWorks sent a second letter to Sal via email and First Class Mail to Salomon, offering to resolve Sal's unauthorized use of DS SolidWorks's SOLIDWORKS software packages on Computers 2 and 4. The August 18, 2020, letter is attached as Exhibit 6, hereto.

82. Between August 25, 2020, and July 29, 2021, counsel for DS SolidWorks, compliance mediator from DS SolidWorks, and Salomon engaged in a series of communications, including a phone call on August 27, 2020, in which Salomon stated Computer 2 belonged to Sal.

83. On February 23, 2023, counsel for DS SolidWorks sent a third letter to Sal via email and First Class Mail to Salomon, offering to resolve Sal's unauthorized use of DS SolidWorks's SOLIDWORKS software packages on the Computers. The February 23, 2023, letter is attached as Exhibit 7, hereto.

84. Sal's unauthorized use of DS SolidWorks SOLIDWORKS software packages ceased on Computer 1 commensurate with receiving the February 23, 2023, letter from counsel for DS SolidWorks.

85. Sal's unauthorized use of DS SolidWorks SOLIDWORKS software packages ceased on Computer 5 commensurate with receiving the February 23, 2023, letter from counsel for DS SolidWorks.

86. Therefore, upon information and belief, Salomon had the capacity to control the infringing acts of Sal and/or the right and ability to supervise the infringing acts of Sal.

COUNT I

FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

87. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

88. SOLIDWORKS, including SOLIDWORKS 2017 and SOLIDWORKS 2021, is an original work of DS SolidWorks and is protectable by the copyright laws of the United States.

89. DS SolidWorks owns all rights and title to the copyrights for SOLIDWORKS.

90. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon downloaded the SOLIDWORKS 2017 and SOLIDWORKS 2021 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without authorization or permission from DS SolidWorks.

91. Subsequently to downloading a copy of SOLIDWORKS, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon installed, executed, and used the SOLIDWORKS software on one or more computers without authorization or permission from DS SolidWorks.

92. Each time at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS SolidWorks.

93. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon executed SOLIDWORKS at least on the Computers.

94. By making unauthorized copies of SOLIDWORKS as described above, at least one of Salomon, Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons

under the control of Sal Engineering, or persons under the control of Salomon infringed and violated (directly or indirectly) DS SolidWorks's copyrights in SOLIDWORKS and the SOLIDWORKS Copyright Registrations, including at least DS SolidWorks's exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

95. Upon information and belief, at least one of Sal Technologies and Sal Engineering received a direct financial benefit from the above-described infringement of DS SolidWorks's copyrights.

96. Upon information and belief, Salomon received a financial benefit from the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, and/or persons under the control of Salomon.

97. Upon information and belief, Salomon is the dominant influence in Sal Technologies and/or Sal Engineering and determined the policies that resulted in the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, and/or persons under the control of Salomon.

98. At least one of Sal Technologies's, Sal Engineering's, Salomon's or Doe's infringement and violation of DS SolidWorks's copyrights has been knowing and willful.

99. DS SolidWorks has been damaged by the aforementioned infringement.

COUNT II

CIRCUMVENTION OF TECHNOLOGICAL MEASURES
(17 U.S.C. § 1201)

100. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

101. SOLIDWORKS includes technological measures that effectively control access to the SOLIDWORKS software, including a requirement during installation to input an authorized License Key provided by DS SolidWorks to properly-licensed users of SOLIDWORKS to "unlock" SOLIDWORKS and thereby allow the installation, subsequent use of, and access to SOLIDWORKS.

102. Neither Sal Technologies, Sal Engineering, Salomon, nor Doe received an authorized License Key from DS SolidWorks for the above-referenced unlicensed and unauthorized uses.

103. Upon information and belief, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the

control of Salomon circumvented the technological measures incorporated in SOLIDWORKS to gain access to SOLIDWORKS by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of SOLIDWORKS.

104. Upon information and belief, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon used a SolidSquad (SSQ) crack signature to avoid, bypass, deactivate, or otherwise impair such technological measures.

105. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to SOLIDWORKS, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon have violated 17 U.S.C. § 1201.

106. Each time at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon used SOLIDWORKS modified by the SolidSquad (SSQ) crack, at least one

of Salomon, Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon violated 17 U.S.C. § 1201 by avoiding, bypassing, deactivating, or otherwise impairing SOLIDWORKS' technological measures.

107. Upon information and belief, Salomon received a financial benefit from the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, and/or persons under the control of Salomon.

108. Upon information and belief, Salomon is the dominant influence in Sal Technologies and/or Sal Engineering and determined the policies that resulted in the unauthorized use of SOLIDWORKS by Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, and/or persons under the control of Salomon.

109. Upon information and belief, at least one of Sal Technologies and Sal Engineering received a direct financial benefit from the above-described circumvention.

110. DS SolidWorks has been damaged by at least one of Sal Technologies's, Sal Engineering's, Salomon's, or Doe's above-described actions.

COUNT III

BREACH OF CONTRACT
(Massachusetts Common Law)

111. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

112. The installation of SOLIDWORKS 2017 and SOLIDWORKS 2021 requires the user to accept the terms and conditions of the SOLIDWORKS License Agreement. *See Ex. 4.*

113. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon accepted the SOLIDWORKS License agreement when they installed and/or used SOLIDWORKS 2017 and SOLIDWORKS 2021.

114. The License Agreement states “[i]f you have paid the license fee for a single-user license fee for a single-user license of [SOLIDWORKS], this Agreement permits you to install and use one (1) copy of [SOLIDWORKS] on any single computer.” Ex. 4, at 3-4/45.

115. Neither Sal Technologies, Sal Engineering, Salomon, nor Doe paid the license fee for the above-mentioned unauthorized and unlicensed uses.

116. By installing and/or using SOLIDWORKS 2017 and SOLIDWORKS 2021 on the Computers without paying the license fee, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement.

117. The License Agreement states "You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]" *Id.*, at 2/45.

118. Neither Sal Technologies, Sal Engineering, Salomon, nor Doe received a right to load, use or copy SOLIDWORKS from DS SolidWorks for the above-referenced unlicensed and unauthorized uses.

119. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon downloaded the SOLIDWORKS 2017 and SOLIDWORKS 2021 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without a right to do so from DS SolidWorks.

120. Subsequent to downloading a copy of SOLIDWORKS, at least one of Doe, employees of Sal Technologies or persons under the control of Sal

Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon installed, executed, and used the SOLIDWORKS software on one or more computers without a right to do so from DS SolidWorks.

121. Each time at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon executed SOLIDWORKS, at least one of Salomon, Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without a right to do so from DS SolidWorks.

122. At least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon executed SOLIDWORKS at least on the Computers.

123. By copying SOLIDWORKS as described above, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies,

employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement by copying SOLIDWORKS without the right to do so.

124. By loading SOLIDWORKS onto the Computers, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement by loading SOLIDWORKS without the right to do so.

125. By using SOLIDWORKS on the Computers, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement by using SOLIDWORKS without the right to do so.

126. The License Agreement states “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering without any required lock device or authorization key provided by DS [SolidWorks] is prohibited.” *Id.*, at 24/45.

127. Upon information and belief, after installing SOLIDWORKS, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon ran the SolidSquad (SSQ) crack program.

128. Running the SolidSquad (SSQ) crack program is a step to avoid or defeat the purpose of the license authorization key to control access to SOLIDWORKS.

129. By running the SolidSquad (SSQ) crack program, at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement.

130. DS SolidWorks did not provide Sal Technologies, Sal Engineering, Salomon, and/or Doe a license authorization key for the copies of SOLIDWORKS used on the Computers by at least one of Doe, employees of Sal Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon for the above-referenced unlicensed and unauthorized uses.

131. By using the SOLIDWORKS software without a license authorization key provided by DS SolidWorks, at least one of Doe, employees of Sal

Technologies or persons under the control of Sal Technologies, employees of Sal Engineering or persons under the control of Sal Engineering, or persons under the control of Salomon breached the License Agreement.

132. The License Agreement states that it is to be governed by the law of the Commonwealth of Massachusetts. *Id.*, at 3/45.

133. DS SolidWorks has been damaged by the aforementioned breach.

PRAYER FOR RELIEF

WHEREFORE, DS SolidWorks prays for relief as follows:

A. For a judgment determining that Sal Technologies, Sal Engineering, Salomon, and Doe have infringed DS SolidWorks's copyrights in violation of 17 U.S.C. § 501;

B. For a judgment determining that Sal Technologies, Sal Engineering, Salomon, and Doe have circumvented a technological measure that controls access to the SOLIDWORKS software in violation of 17 U.S.C. § 1201;

C. For a finding that such infringement and/or circumvention was willful;

D. For a judgment determining that Sal Technologies, Sal Engineering, Salomon, and Doe have breached the License Agreement under Massachusetts Common Law;

E. For a judgment preliminarily and permanently enjoining and restraining Sal Technologies, including its officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them, Sal Engineering, including its officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them, Salomon, and Doe from directly or indirectly infringing DS SolidWorks's copyrights;

F. For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Sal Technologies, (iii) any profits of Sal Engineering, (iv) statutory damages of \$150,000 per act of infringement, and (v) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;

G. For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Sal Technologies, (iii) any profits of Sal Engineering, (iv) statutory damages of \$2,500 per act of circumvention, and (v) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. § 1203;

H. For a judgment awarding DS SolidWorks any other damages to which it is entitled under statute or common law; and

I. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

DS SolidWorks hereby demands a trial by jury in this action.

Dated: June 14, 2023

Respectfully Submitted,

/s/ Glenn E. Forbis
Glenn E. Forbis
Michael A. Chernoff
Harness, Dickey & Pierce PLC
5445 Corporate Drive, Suite 200
Troy, MI 48098
248-641-1600
gforbis@harnessip.com
mchernoff@harnessip.com
Lead Counsel for Plaintiff
(Pending Admission Pro Hac Vice)

/s/ Erik Johanson
Erik Johanson, Esq.
Florida Bar No. 106417
ERIK JOHANSON PLLC
3414 W. Bay to Bay Blvd
Suite 300
Tampa, FL 33629
Tel: (813) 210-9442
erik@johanson.law
ecf@johanson.law
Local Counsel for Plaintiff

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

DASSAULT SYSTÈMES SOLIDWORKS
CORPORATION

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

Waltham, Massachusetts

(c) Attorneys (Firm Name, Address, and Telephone Number)

Erik Johanson, Esq., FLBN 106417; Erik Johanson PLLC
3414 W. Bay to Bay Blvd, Suite 300
Tampa, FL 33629 Tel: (813) 210-9442

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

DEFENDANTS

SAL AEROSPACE TECHNOLOGIES, INC.,
SAL AEROSPACE ENGINEERING, LLC,
MICHAEL SALOMON, and JOHN DOE

County of Residence of First Listed Defendant Miami, Florida; Dade County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question
<i>(U.S. Government Not a Party)</i> |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity
<i>(Indicate Citizenship of Parties in Item III)</i> |

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- | PTF | DEF | PTF | DEF |
|---|--|----------------------------|---|
| <input type="checkbox"/> 1 Citizen of This State | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| <input type="checkbox"/> 2 Citizen of Another State | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 Foreign Nation |
| | | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical		<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 140 Negotiable Instrument		<input type="checkbox"/> Personal Injury		<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 340 Marine			<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 355 Motor Vehicle	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA)
				<input type="checkbox"/> 490 Cable/Sat TV
				<input type="checkbox"/> 820 Copyrights
				<input type="checkbox"/> 830 Patent
				<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
				<input type="checkbox"/> 840 Trademark
				<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016
				<input type="checkbox"/> 890 Other Statutory Actions
				<input type="checkbox"/> 891 Agricultural Acts
				<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 896 Arbitration
				<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 900 Other Statutes
				<input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 710 Fair Labor Standards Acts	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty Other:	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 791 Employee Retirement Income Security Act	
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
V. ORIGIN	(Place an "X" in One Box Only)			
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Re-filed (See VI below)	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)
				<input type="checkbox"/> 6 Multidistrict Litigation Transfer
				<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
				<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
				<input type="checkbox"/> 9 Remanded from Appellate Court
VI. RELATED/ RE-FILED CASE(S)	(See instructions: a) Re-filed Case <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
	b) Related Cases <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
	DOCKET NUMBER:			
VII. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (<i>Do not cite jurisdictional statutes unless diversity</i>): 17 U.S.C. § 501; 17 U.S.C. § 1201 ; copyright infringement			
VIII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23		DEMAND \$	CHECK YES only if demanded in complaint:
				<input type="checkbox"/> Yes <input type="checkbox"/> No
JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No				
ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE				
DATE SIGNATURE OF ATTORNEY OF RECORD				
/s/ Erik Johanson				
FOR OFFICE USE ONLY : RECEIPT #		AMOUNT	IFP	JUDGE
				MAG JUDGE

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (*Do not cite jurisdictional statutes unless diversity*):

17 U.S.C. § 501; 17 U.S.C. § 1201 ; copyright infringement

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE SIGNATURE OF ATTORNEY OF RECORD

/s/ Erik Johanson

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

DASSAULT SYSTÈMES SOLIDWORKS CORPORATION,)
)
)
)
<i>Plaintiff(s)</i>)
v.)
SAL AEROSPACE TECHNOLOGIES, INC.,)
SAL AEROSPACE ENGINEERING, LLC,)
MICHAEL SALOMON,)
and JOHN DOE)
<i>Defendant(s)</i>)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Michael Salomon
6944 SW 166th Court
Miami, FL 33193

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erik Johanson, Esq.
Florida Bar No. 106417
Erik Johanson PLLC
3414 W. Bay to Bay Blvd, Suite 300
Tampa, FL 33629
Tel: (813) 210-9442

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (*name of individual and title, if any*) _____
was received by me on (*date*) _____.

- I personally served the summons on the individual at (*place*) _____
on (*date*) _____; or
- I left the summons at the individual's residence or usual place of abode with (*name*) _____,
_____, a person of suitable age and discretion who resides there,
on (*date*) _____, and mailed a copy to the individual's last known address; or
- I served the summons on (*name of individual*) _____, who is
designated by law to accept service of process on behalf of (*name of organization*) _____
on (*date*) _____; or
- I returned the summons unexecuted because _____; or
- Other (*specify*): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

DASSAULT SYSTÈMES SOLIDWORKS CORPORATION,)
)
)
)
<hr/> <i>Plaintiff(s)</i>)
v.)
	Civil Action No.
SAL AEROSPACE TECHNOLOGIES, INC.,)
SAL AEROSPACE ENGINEERING, LLC,)
MICHAEL SALOMON,)
and JOHN DOE)
<hr/> <i>Defendant(s)</i>)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Sal Aerospace Engineering, LLC
11990 SW 128th Street
Miami, FL 33186

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erik Johanson, Esq.
Florida Bar No. 106417
Erik Johanson PLLC
3414 W. Bay to Bay Blvd, Suite 300
Tampa, FL 33629
Tel: (813) 210-9442

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

- I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or
- I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

DASSAULT SYSTÈMES SOLIDWORKS CORPORATION,)
)
)
)
<hr/> <i>Plaintiff(s)</i>)
v.)
SAL AEROSPACE TECHNOLOGIES, INC.,)
SAL AEROSPACE ENGINEERING, LLC,)
MICHAEL SALOMON,)
and JOHN DOE)
<hr/> <i>Defendant(s)</i>)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Sal Aerospace Technologies, Inc.
11990 SW 128th Street
Miami, FL 33186

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erik Johanson, Esq.
Florida Bar No. 106417
Erik Johanson PLLC
3414 W. Bay to Bay Blvd, Suite 300
Tampa, FL 33629
Tel: (813) 210-9442

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

- I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or
- I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc: